DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB APPROVAL NO: 1651-0110
EXPIRATION DATE: 04/30/2022

VISA WAIVER PROGRAM AGREEMENT

AN AGREEMENT
Between

A Carrier operating between foreign territory and the United States of America

and

The United States of America
Entered into pursuant to Sections 103 and 217
Immigration and Nationality Act

WHEREAS, Section 217 of the Immigration and Nationality Act of 1952, as amended, [Title 8, United States Code, Section 1187][1] authorizes the establishment of a Visa Waiver Program and requires agreements between carriers and the Commissioner of Customs and Border Protection[2], on behalf of the United States of America, in conjunction with the transport of certain nonimmigrant visitors to the United States and the waiver of the requirement of nonimmigrant visas for the admission of such nonimmigrant visitors into the United States under a Visa Waiver Program;

WHEREAS, the Secretary for the Department of Homeland Security and the Secretary of State have established a Visa Waiver Program pursuant to Section 217 of the Immigration and Nationality Act of 1952, as amended;

1. a. The carrier will not transport to the United States any alien for admission as a nonimmigrant visitor under the Visa Waiver Program unless such alien: (a) is a national of and is in possession of a valid passport issued by a country listed in Section 217.2 of Title 8 of the Code of Federal Regulations; (b) has been provided with a Visa Waiver Information Form; (c) seeks admission into the United States for ninety (90) days or less; (d) has a valid, roundtrip, nontransferable, nonrefundable ticket[3] (except in the country of issuance or nationality or residence of the alien), that is valid for one year for purposes of deportation or exclusion, issued by a carrier signatory on Form 775, Visa Waiver Program Carrier Agreement, or by authorized agents who are sub-contractors to such a carrier, and guaranteeing transportation from the United States; (e) agrees that the return portion of each ticket may be used to effect his or her removal from the United States based on a finding of excludability or deportability under 8 CFR 217.4; (f) appears otherwise admissible to the United States.

   b. The carrier will unconditionally honor and transport from the United States any alien presenting a ticket as set forth in sub-paragraph (d) of paragraph 1 of this Agreement and 8 CFR 217.2(a) and 217.6.

2. The carrier will transport to the United States nonimmigrant aliens intending to travel by air or sea under the Visa Waiver Program who have received, prior to embarking on an air or sea carrier for travel to the United States as per 8 CFR 217.7(b), a travel authorization via the ESTA. So the carrier has the capability to determine ESTA status of each intending VWP traveler, prior to the signing of this agreement by all parties to this agreement, the carrier will be certified by CBP as having met the requirements for ESTA compliance. The carrier will comply with the ESTA requirements.

3. The carrier will issue only tickets that are roundtrip, nontransferable, nonrefundable (except in the country of issuance or nationality or residence of the alien), that are valid for one year for purposes of deportation and exclusion and guaranteeing transportation from the United States to aliens seeking transportation to and admission into the United States under the Visa Waiver Program;

   Until such time that CBP Form I-94W is automated, at the time of departure from the United States, the carrier will lift the Form i-94-W, Nonimmigrant Visa Waiver Arrival/Departure Record of all departing passengers who were admitted to the United States under the Visa Waiver Program; will annotate the required departure data on each Form I-94-W; and will submit the collected I-94W daily to the U.S. Customs and Border Protection at the place of departure.

4. The carrier will remove from the United States (on the first available means of transportation to the alien's point of departure to the United States) any alien transported by the carrier to the United States for admission under the Visa Waiver Program in the event that the alien is determined by a U.S. Customs and Border Protection officer at the Port of Entry to be not admissible to the United States or is determined by a U.S. Customs and Border Protection officer to have remained unlawfully in the United States beyond the 90-day period of admission under the Visa Waiver Program. The carrier will carry out the responsibilities under this paragraph in a manner that does not impose on the United States expenses related to the transportation of such alien from the point of arrival in the U.S.

[1]Section 101(a) of Public Law 106-396, dated October 30, 2000, provided numerous technical amendments by removing "Pilot" wherever that term appeared, and by removing paragraph (f) and redesignating paragraph (g) as (f).
[2]Department of Homeland Security Delegation Number 7010.3 vests in the Commissioner of U.S. Customs and Border Protection the authority to enforce and administer the immigration laws (including but not limited to 8 U.S. C. § 1187) relating to the Visa Waiver Program.
[3]"Round trip ticket" includes any return trip transportation ticket issued by a participating carrier, electronic ticket record, airline employee passes indicating return passage, individual vouchers for return passage, and group vouchers for return passage for charger flights.

5. The carrier will reimburse within 30 days of notice (not pay as a penalty) the Department of Homeland Security for any and all costs and expenses incurred in the transportation (from the point of arrival in the United States) of an alien described in paragraph 4 of this Agreement in the event that the carrier fails to abide by said paragraph 4.

6. The U.S. Customs and Border Protection will notify the carrier as quickly as possible and within 24 hours following a determination that an alien is to be removed from the United States under paragraph 4 of this Agreement.

7. The initial transporting carrier is not relieved of any obligations or responsibilities should an alien admitted under the Visa Waiver Program depart temporarily for a visit to foreign contiguous territory or an adjacent island during his or her visit to the U.S. under the program.

8. The carrier will provide evidence demonstrating that all User Fee accounts are current with U.S. Customs and Border Protection and that any administratively final penalties have been paid which was the result of violations of the Immigration and Nationality Act, or U.S. Customs laws.

9. A bond is required of the carrier signing this Visa Waiver Program Agreement, sufficient to cover the penalty amounts imposed for violations which the carrier incurred during the previous fiscal year.

10. This Agreement cancels and supersedes any prior agreements between the parties hereto with respect to the subject matter but does not alter or affect any rights and liabilities already accrued under any prior agreements between the parties.

11. This Agreement is subject to termination by the Secretary of Homeland Security on five (5) days written notice for failure of the carrier to abide by the provisions of this agreement, but such termination shall neither alter nor affect any liabilities or responsibilities of the carrier that have already accrued under this Agreement.

12. This Agreement will become null and void whenever the carrier ceases operations into the United States and, if the carrier intends to renew operations into the United States, the Carrier will need to obtain a new Agreement with U.S. Customs and Border Protection prior to beginning such operations.

13. This Agreement shall be subject to cancellation by either party for any reason upon fifteen day's notice in writing to the other party, but such cancellation shall not terminate any rights or liabilities already accrued under this Agreement.

14. This Agreement must be renewed seven years after the effective date when this Agreement will become null and void.

15. This Agreement shall be effective upon the date of execution hereof by the Commissioner of U.S. Customs and Border Protection.

Signed this _____ day of _____, _____

At: _____

_____
(Name of Transportation Line)

_____
(Address of Transportation Line)

By: _____
Signature (Sign in ink)

_____
Printed Name

_____
Title

Signed this _____ day of _____, _____

At: _____
For the
United States of America

By: _____
Commissioner
U.S. Customs and Border Protection

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